

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		Page 1 of 9 Pages		
2. AMENDMENT/MODIFICATION NO. 002		3. EFFECTIVE DATE July 23, 2001		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY Bureau of Reclamation Lower Colorado Region P.O. Box 61470 Boulder City NV 89006-1470		CODE LC-3116		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP code)				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. 01-SQ-30-0062			
				<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) February 15, 2001			
				10A. MODIFICATION OF CONTRACT/ORDER NO.			
				10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning 1 copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or
 (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. **IMPORTANT:** Contractor ☐ is not, ☐ is required to sign and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

Project Title: Recondition Generator Air Coolers, Boulder Canyon Project, Hoover Dam, Arizona - Nevada

Purpose of Amendment: The purpose of this amendment is to incorporate two economic price adjustment clauses into the solicitation.

Receipt of Offers: The date and time for receipt of final proposal revisions is July 30, 2001 at 3:00 p.m., local time. The place designated for receipt of offers remains the Bureau of Reclamation, Lower Colorado Regional Office, Boulder City, Nevada. See block 9 of the "Solicitation/Contract/Order for Commercial Items," Standard Form 1449, for mailing addresses.

Acknowledgment: See block 11 above regarding how to acknowledge this amendment. The acknowledgment must be received at the place designated for receipt of offers (see block 9 of the "Solicitation/Contract/Order for Commercial Items," Standard Form 1449).

Offer Modification: See block 11 above if you have submitted your offer and now desire to modify it or withdraw it.

(Continued on the following page)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED	

Description of the Changes:

1. In Part 1, Continuation of Blocks from SF-1449, information that was added by Amendment No. 001 to paragraph 4, Schedule of Supplies/Services and Prices, was removed.
2. In Part 2 - Contract Clauses, two economic price adjustment clauses were added.
3. The Contents was revised to reflect the above changes.

Instructions: Remove the following pages and replace with the attached revised pages:

Remove page(s)...	Insert revised page(s)...
Contents, ii and iii	Contents, ii and iii
1-3 and 1-4	1-3 and 1-4
2-7 and 2-8	2-7 through 2-9

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CONTINUATION OF BLOCKS FROM SF-1449

1. Block 10: Acquisition Set-Aside

This acquisition is 100% set-aside for small business. The FAR clause 52.219-6, Notice of Total Small Business Set-Aside (Jul 1996), is hereby incorporated by reference.

2. Block 15: Delivery

The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE		
Item Description	Quantity	Within Days After the Date of Receipt of a Written Task Order
Recondition Air Cooler (General Electric or Westinghouse) Without Replacement of Tube Sheets	Maximum of 6 per year	90
Recondition Air Cooler (General Electric or Westinghouse) With Replacement of Tube Sheets	Maximum of 6 per year	120

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE		
Item Description	Quantity	Within Days After the Date of Receipt of a Written Task Order
Recondition Air Cooler (General Electric or Westinghouse) Without Replacement of Tube Sheets	Maximum of 6 per year	
Recondition Air Cooler (General Electric or Westinghouse) With Replacement of Tube Sheets	Maximum of 6 per year	

3. Block 18b: Invoice Submission

Submit invoices to the address listed in Block 16 of the SF 1449.

4. Blocks 19 through 24: Schedule of Supplies/Services and Prices

Schedule for Recondition Generator Air Coolers at Hoover Dam					
19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
Schedule 1 - Base Year:					
1.1	Recondition General Electric Air Cooler Without Replacement of Tube Sheets	6	Each	\$_____	\$_____
1.1a	Optional Line Item: Replacement of Tube Sheets on General Electric Air Cooler	6	Each	\$_____	\$_____
1.2	Recondition Westinghouse Air Cooler Without Replacement of Tube Sheets	6	Each	\$_____	\$_____
1.2a	Optional Line Item: Replacement of Tube Sheets on Westinghouse Air Cooler	6	Each	\$_____	\$_____
	Total for Schedule 1				\$_____

3. WBR 1452.216-903 Economic Price Adjustment - Option Period Pricing for Indefinite Delivery Type Contract--Bureau of Reclamation--Lower Colorado Region (July 2001)

(a) Definitions. As used in this clause--

(1) The term "contract date" means the date of award.

(2) The term "contract year" means a period of 365 days beginning on the contract date.

(b) The economic indicators for the purpose of contract price adjustment under this clause shall be the Producer Price Index (PPI) Code Nos. 10250254 and 102803, Commodities Copper tubing, plumbing and Copper and copper-base alloy casting, respectively. The PPI shall be the final version, which is generally released 4 months after initial publication, in the monthly report entitled "Producer Prices and Price Indexes" by the Bureau of Labor Statistics, U.S. Department of Labor.

(c) This clause applies to supplies which require the use of metal identified in subparagraph (c)(1) below and provides for adjustment of the contract price as a result of changes in the cost of the metal. The intent of this clause is to establish a revised contract unit price at the beginning of each option period that will be valid for the entire option period. The base indices for each option period shall be the most current published final PPI, cited in paragraph (b) above, that is available to the contracting activity at the time of contract award/exercise of option. For any subsequent option periods, the adjusting indices (see paragraph (d) below) that were used for the preceding year will become the base indices for the succeeding year. For example, the adjusting indices used for the first option period of the contract would become the base indices for the second option period of the contract.

(1) The mechanics of the price adjustment to be used is escalation of portions of the unit prices, those portions being the quantities of copper and copper-base alloy which are used in the manufacture of the supplies. The portions of the unit prices related to copper shall be adjusted pursuant to this clause; the balance of the unit prices remain fixed.

The portions of the unit prices to be adjusted are as follows:

Schedule Item	Commodity	Designated Variable Portion of Base Unit Price
Westinghouse Air Cooler:	Copper tubing, plumbing	39%
	Copper and copper-base alloy casting	31%
GE Air Cooler:	Copper tubing, plumbing	52.5%
	Copper and copper-base alloy casting	17.5 %

The unit prices shall be adjusted by a certain dollar amount for each 1-percent movement in the selected indices. To determine the "certain dollar amount" of the adjustment, divide the designated variable portion of each base unit price by 100.

To illustrate, suppose that an item has a base price of \$1,000, of which 39% (\$390) is to be escalated by an index while the other 61% (\$610) remains unchanged. Divide the designated variable portion of the base price (\$390) by 100, which in this case would yield \$3.90. Under the escalation clause, a base unit price of \$1,000 with a designated variable portion of 39% would change \$3.90 for each 1-percent movement in the index.

Using this approach, the base unit price would rise to \$1,019.50 for a 5.0-percent rise in the commodity price index as shown:

Base unit price	\$	1,000.00
Plus 5.0 times \$3.90	\$	19.50
Equals adjusted unit price	\$	1,019.50

(d) In order to have a finalized price in effect on the date the contract extension becomes effective, the adjusting indices for the option period(s) shall be the most current published final PPI stated in paragraph (b) above that is available to the contracting activity at the time the modification is issued extending the contract period.

(e) When the contract period is extended, the Contracting Officer will compute the price adjustment to be made for each contract line item, as provided in subparagraphs (1), (2) and (3) below. The adjusted prices will be included in the modification issued to extend the contract period and will be used in pricing all delivery orders issued during the extended period of the contract. No other adjustments shall be made to the contract prices during each contract year.

(1) The contract unit prices for supplies shall be subject to adjustment upward or downward by the percent of difference between the base indices and the adjusting indices. If the contract unit prices are decreased pursuant to the Changes paragraph of clause 52.212-4, Contract Terms and Conditions--Commercial Items, or other terms of the contract, the decreased unit prices shall be used for adjustment purposes in lieu of the contract unit prices. Any increase in the contract unit prices after contract date will be subject to adjustment as authorized by the modification.

(2) Price decreases and increases under subparagraph (e)(1) above are not subject to any limitation.

(3) Price adjustments pursuant to this clause will be made by modification to the contract which will show the base indices, the adjusting indices and the percentage of difference of these, rounded off to the fifth decimal place, then applied to the contract unit prices.

Example:

Assume: Base Index (B) =	150.3
Adjusting Index (A) =	165.1
Contract Unit Price (C) =	\$8.33

Adjustment Formula: Revised price equals (Adjusting Index) divided by (Base Index) times (Contract Unit Price) [Revised price = $A/B \times C$], or, based upon the numbers above:

(165.1 divided by 150.3 = 1.09847) times \$8.33 = \$9.15025 (revised price), rounded to \$9.15 = adjusted unit price

The revised unit price will be rounded to the nearest cent, i.e., changes amounting to between \$.005 to \$.009 shall be rounded up to the next cent and changes of between \$.001 to \$.004 shall be rounded down to the lower cent.

(f) Should the Bureau of Labor Statistics, U.S. Department of Labor, discontinue an index identified herein, fail to publish an index identified herein for any month, or change the method of computation of an index identified herein during the effective period of the contract, the next-highest-level index shall be used (i.e., 102502 - Copper and brass mill shapes, or 1028 - Nonferrous foundry shop products).

(g) Any dispute under this clause shall be resolved in accordance with contract clause 52.233-1, Disputes.

4. WBR 1452.216-904 Economic Price Adjustment - Option Period for Indefinite Delivery Contracts--Bureau of Reclamation--Lower Colorado Region (July 2001)

The base indices for computation of adjustments under contract clause 1452.216-903 for the first option year are 177.6 (Copper tubing, plumbing) and 147.7 (Copper and copper-base alloy castings), which are the revised final indices for January 2001.